



Meeting Agenda - Final

Community & Economic Development Committee

Wednesday, November 11, 2015

5:00 PM

Council Chambers, 6th Floor

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[15-1860](#) CEDC Minutes from 10-28-15

Attachments: [CEDC Minutes 10-28-15.pdf](#)

4. Public Hearings/Apearances

5. Action Items

[15-1861](#) Request to approve 2016 Community Development Block Grant Allocation Recommendations

Attachments: [Alloc Recs Memo to CEDC 11-11-15.pdf](#)

[2016 CDBG Summary of Recommendations.pdf](#)

[Board Members Attachment 2016.pdf](#)

[15-1880](#) The Community & Economic Development Committee may go into closed session pursuant to State Statute sec. 19.85(1)(e) for the purpose of discussions of real estate negotiations for Lot 4 of CSM #3490, Northeast Industrial Park

[15-1881](#) Request to approve the Offer to Purchase from Quantum Healthcare LLC for Lot 4 of CSM #3490 in the Northeast Industrial Park, comprised of approximately 2.69 acres for a price of \$100,000 (\$37,174.72 per acre) and affirm per Section 2.A.6 of the Deed Restrictions and Covenants and Section 23-22 of the Zoning Code that a medical office building including outpatient imaging and outpatient procedures is consistent with the development objectives of the City

Attachments: [Quantum OTP Memo 11-11-15.pdf](#)

[Offer to Purchase Lot #4.pdf](#)

[Quantum Map.pdf](#)

[CSM3490lot4 Rest and Cov.pdf](#)

[Section23-131 M-1 IndustrialParkDistrict.pdf](#)

6. Information Items

[15-1883](#)

Director's Report

Exhibition Center Update

Downtown Plan Rewrite/5-Year Updates to Comp Plan Request for
Proposals Update

Attachments: [Announcement of Appleton Comp Plan and Downtown Plan RFP.pdf](#)

[RFP Appleton Downtown Plan and Comp Plan Update 2015 Final.pdf](#)

7. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Minutes - Final Community & Economic Development Committee

Wednesday, October 28, 2015

5:00 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 5:00 p.m.

2. Roll call of membership

Present: 5 - Alderperson Coenen, Alderperson Jirschele, Alderperson Baranowski,
Alderperson Siebers and Alderperson Williams

3. Approval of minutes from previous meeting

[15-1802](#)

CEDC Minutes from 10-14-15

Attachments: [CEDC Minutes 10-14-15.pdf](#)

Alderperson Baranowski moved, seconded by Alderperson Williams, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 5 - Alderperson Coenen, Alderperson Jirschele, Alderperson Baranowski,
Alderperson Siebers and Alderperson Williams

4. Public Hearings/Apearances

5. Action Items

[15-1803](#)

The Community & Economic Development Committee may go into closed session pursuant to State Statute sec. 19.85(1)(e) for the purpose of discussions of real estate negotiations for Lot 8, Northeast Industrial Park Plat Number 4

The Community & Economic Development Committee did not go into Closed Session.

[15-1805](#)

Request to approve the Offer to Purchase from Romenesko Developments, Inc., or assigns for Lot 8, Northeast Industrial Park Plat Number 4, comprised of approximately 2.17 acres for a price of \$75,950 (\$35,000 per acre)

Attachments: [Romenesko OTP memo CEDC 10-28-15.pdf](#)

Alderson Coenen moved, seconded by Alderson Williams, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Alderson Coenen, Alderson Jirschele, Alderson Baranowski, Alderson Siebers and Alderson Williams

6. Information Items

7. Adjournment

Alderson Coenen moved, seconded by Alderson Williams, that the meeting be adjourned at 5:15 p.m. Roll Call. Motion carried by the following vote:

Aye: 5 - Alderson Coenen, Alderson Jirschele, Alderson Baranowski, Alderson Siebers and Alderson Williams



MEMORANDUM

“...meeting community needs...enhancing quality of life.”

TO: Community and Economic Development Committee
FROM: Roxy Schmidt, Community Development Specialist
DATE: November 11, 2015
RE: Recommendations for 2016 Community Development Block Grant Funding

Background. The estimated 2016 CDBG award listed in the 2016 City budget was \$520,000. This amount was estimated based on past award amounts. Staff determined the allocations for the Homeowner Rehabilitation Loan Program, Neighborhood Services Program, Appleton Housing Authority and administrative costs. The remaining amount was designated for community partners through a competitive application process.

Application Information. CDBG applications from community partners for the 2016 program year were due to the Community and Economic Development Department on September 25, 2015. Nine applications were submitted. Upon receipt, the applications were thoroughly reviewed by the Community and Economic Development Specialist for eligibility under HUD program regulations and it was determined that all were eligible.

Of the nine applications, seven fell under the “public service” activity definition. Only 15% of a grantee’s allocation may be used for public service activities, per HUD rules. The amount designated for public service activities and city programs is \$323,375, leaving \$196,625 to fund other proposed activities. The total amount applied for, and recommended to be allocated by the CDBG Advisory Board, for other activities totals \$151,000, leaving \$45,625 undesignated. The Board’s recommendation is to wait to decide how to allocate the remaining funding until the City is notified of its final award amount. HUD normally notifies the City of its award amount in spring (March or April).

Application Review. The CDBG Advisory Board met on November 4, 2015. (See attachment for information regarding Board membership.) Members were asked to review the applications and decide upon allocation amounts prior to the meeting. The allocation amounts made by each board member were compiled and discussed at the meeting. Allocation recommendations were agreed upon pursuant to this discussion.

Allocation Approval. The funding allocation recommendations for the Homeowner Rehabilitation Loan Program, Neighborhood Services Program, Appleton Housing Authority and administrative costs, as determined by staff, and the allocation recommendations from the CDBG Advisory Board for community partners are presented in the attached table for CEDC approval.

If you have any questions, please contact me at 832-6469 or roxann.schmidt@appleton.org. Thank you!

AWARD RECOMMENDATIONS for the 2016 CDBG Program Year					
NON-PUBLIC SERVICE	PROJECT ACTIVITY	PROJECTED OUTPUT	FUNDS WILL BE USED TO...	AMOUNT REQUESTED	CDBG ADVISORY BOARD \$ REC
City of Appleton Homeowner Rehabilitation Loan Program	housing	24 homes rehabbed	rehabilitate 24 homes for low or moderate income homeowners	\$ 100,000	N/A
City of Appleton Neighborhood Services Program	neighborhood revitalization	TBD	award grants to the participating eligible registered neighborhoods for CDBG eligible activities that improve neighborhoods	\$ 40,000	N/A
Fair Housing Services	administration	N/A	provide fair housing services as a program administration cost per HUD regulations	\$ 25,000	N/A
Appleton Housing Authority	housing	TBD	assist first-time homebuyers with downpayments and rehabilitation, provide homebuyer counseling	\$ 60,000	N/A
CDBG Program Administration Costs	administration	N/A	fund costs associated with administering the CDBG Program for the Finance and Community and Economic Development Departments	\$ 20,375	N/A
				\$ 245,375	
NON-PUBLIC SERVICE	PROJECT ACTIVITY	PROJECTED OUTPUT	FUNDS WILL BE USED TO...	AMOUNT REQUESTED	CDBG ADVISORY BOARD \$ REC
Greater Fox Cities Area Habitat for Humanity	housing	4 properties rehabilitated and sold to qualified homebuyers	acquire 4 properties to do full house rehabilitation and then sell to qualified low or moderate income homebuyers	\$ 96,000	\$ 96,000
Housing Partnership of the Fox Cities	housing	1 property acquired	provide 2 rental units to income qualified persons	\$ 55,000	\$ 55,000
				\$ 151,000	\$ 151,000
PUBLIC SERVICE	PROJECT ACTIVITY	PROJECTED OUTPUT	FUNDS WILL BE USED TO...	AMOUNT REQUESTED	CDBG ADVISORY BOARD \$ REC
Compassionate Home Health Care	public service	29 households served	support administrative staff and caregivers that provide in-home personal care	\$ 30,000	\$ -
Harbor House	public service	300 persons served	support counseling/advocacy staff persons that work with women and children affected by domestic violence	\$ 27,500	\$ 20,625
Hispanic Chamber of Commerce	public service	20 persons served	support staff administering the training initiative program that provides education and workforce training for unemployed and underemployed persons	\$ 20,354	\$ -
Homeless Connections	public service	250 persons served	support house supervisor staff position and assist with utility bills	\$ 20,000	\$ 15,000
LEAVEN	public service	83 households served	provide rental assistance to those at risk of homelessness through the Emergency Assistance Program	\$ 20,000	\$ 15,000
NAMI	public service	15 participants served	support the Peer Specialist Training Program	\$ 23,440	\$ 15,000
STEP Industries	public service	12-15 participants served	support staff and participants in a program that provides vocational and support services to individuals in recovery from drug and alcohol addiction	\$ 30,000	\$ 12,375
				\$171,294	\$78,000

City Programs/Appleton Housing Authority/Administration

\$245,375

CDBG Advisory Board Recommendations

\$229,000

\$474,375

This amount cannot exceed \$78,000 due to 15% cap on Public Service Activities per HUD regulations.

2016 CDBG ADVISORY BOARD MEMBERSHIP

The membership of the CDBG Advisory Board is provided for in the City's CDBG Policy and is as follows:

This Board will consist of the following members:

1. *Mayor*
2. *Common Council President*
3. *Chairperson of the Community and Economic Development Committee or committee designee*
4. *Chairperson of the Appleton Redevelopment Authority or committee designee*
5. *Representative from an Experienced Outside Funding Agency – on a rotating basis (i.e. United Way, Community Foundation, JJ Keller Foundation, U.S. Oil Basic Needs Partnership)*
6. *Citizen member from the City Plan Commission*

The members of the CDBG Advisory Board this year:

1. Mayor Tim Hanna
2. Ald. Kyle Lobner, Common Council Vice President (designated by Council President Jirschele)
3. Ald. Jeff Jirschele, CEDC Chairperson
4. Marissa Downs, ARA Chairperson
5. Lynn Peters, Community Engagement Manager from Community Foundation for the Fox Valley Region
6. Mark Priddis, City Plan Commission member



“...meeting community needs...enhancing quality of life.”

MEMORANDUM

TO: Community and Economic Development Committee

FROM: Matt Rehbein, Economic Development Specialist

DATE: November 11, 2015

RE: Offer to Purchase – Lot 4 of CSM #3490, Northeast Industrial Park – Quantum Healthcare, LLC

The City of Appleton has received an Offer to Purchase from Quantum Healthcare LLC, for Lot 4 of CSM # 3490 in the Northeast Industrial Park, comprised of approximately 2.69 acres for a price of \$100,000 (\$37,174.72 per acre). The proposed closing date, per the contract is December 15, 2015.

Quantum Healthcare, LLC intends to construct and operate a medical office building on this site which would provide outpatient medical services. Within the “Additional Provisions/Contingencies” section of the Offer, the buyer is requesting verification that a medical office use will be acceptable under both the Deed Restrictions and Covenants as well as the existing Zoning code.

The subject site (31-1-6723-12) is currently zoned M-1 Industrial Park District. Office is a permitted use on the subject site, per current M-1 District regulations. The current applicable M-1 Industrial Park District zoning district regulations are attached.

Section 23-22 of the Zoning Ordinance provides the following definitions.

- **Office** means a use in a building or portion of a building wherein services are performed involving predominately administrative, professional or clerical operations.
- **Professional service** means the use of office and other related spaces for such services as are provided by medical practitioners not intended for overnight care, dentists, attorneys, architects, real estate agents, engineers, funeral homes, banks, credit unions, savings and loan institutions, lending establishments and mortgage companies and other similar professions.

The current Zoning Ordinance and current Official Zoning Map for the City of Appleton are subject to text amendments and zoning district boundary changes, respectively, at any time.

Per Section 2.A.6 of the Deed Restrictions and Covenants (Attached), the Community and Economic Development Committee can determine whether a project fits the development objectives of the City. Exhibit A to the Deed Restrictions and Covenants for this site specifically lists medical office (Section f) and doctors' professional services (Section g) as allowable uses.

Staff Recommendation:

The Offer-To-Purchase by Quantum Healthcare, LLC, to purchase Lot 4, CSM #3490 in the Northeast Industrial Park, for a price of \$100,000.00 (\$37,174.72 per acre), comprised of approximately 2.69 acres, and affirm per Section 2.A.6 of the Deed Restrictions and Covenants and Section 23-22 of the Zoning Code that a medical office building including outpatient imaging and outpatient procedures is consistent with the development objectives of the City **BE APPROVED.**

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** November 4, 2015 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, Quantum Healthcare, LLC

4
5 known as [Street Address] Lot 4 of CSM #3940 Tax Key #31-1-6723-12, offers to purchase the Property
6 in the City of Appleton, County of Outagamie, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** One Hundred Thousand Dollars*****

9 Dollars (\$ 100,000.00*****).
10 ■ **EARNEST MONEY** of \$ NA accompanies this Offer and earnest money of \$ 2,500.00
11 will be mailed, or commercially or personally delivered within seven (7) days of acceptance to listing broker or
12

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: NA
16
17

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** NA
19

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: M1

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before November 23, 2015. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): Craig A. Kubiak

42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: 5605 Waterford Lane, Appleton, WI 54913

51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): ckubiak@kubiaklawoffice.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than December 15, 2015

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 ☐ Current assessment times current mill rate (current means as of the date of closing)

82 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 ☐

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **N/A GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **N/A MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

BUYER'S PRE-CLOSING WALK-THROUGH: Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

DEFINITIONS

■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 **[N/A] FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$_____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$_____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **[N/A] APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
- 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
- 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
- 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
- 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
- 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
- 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
- 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
- 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
- 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
- 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
- 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
- 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
- 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
- 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
- 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
- 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
- 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
- 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
- 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
- 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
- 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
- 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
- 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
- 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
- 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
- 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
- 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
- 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
- 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
- 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
- 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
- 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
- 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
- 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
- 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
- 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
- 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☒ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Medical Office building
307 including outpatient imaging and outpatient procedures, as further set forth in lines 459-464.
308

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☒ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned M1

316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ☒ CHECK

327 ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____

329 ☒ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination ~~by a qualified independent third party~~ that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____;

341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 ☒ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☒ other relief from deed restriction by seller CHECK ALL THAT APPLY, and delivering
349 written notice to Seller if the item cannot be obtained, all within 15 days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and NA

424 _____
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 The Seller shall provide relief from any and all deed
461 restrictions that would prohibit Buyer from using the property as a medical office building, including
462 the following medical services: laboratory, nuclear imaging, cardiac catheterizations, and other
463 outpatient medical services allowed under M1 zoning. All of the Proposed Use Contingencies
464 selected by Buyer from lines 306-350 relate to the same proposed use, and shall be satisfied
by relief from any covenants and deed restrictions that are inconsistent with the proposed use.

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **[N/A] INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Craig A. Kubiak, Kubiak Law Office, LLC

536 _____ on November 4, 2015

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► Yasser Salem, MD Managing Member Date ▲ _____

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

504 an inspection of _____
505 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
506 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
507 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513
508 inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
509 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
510 well as any follow-up inspection(s).
511 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
512 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
513 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
514 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
515 Buyer had actual knowledge or written notice before signing this Offer.
516 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE (shall if neither is stricken) have a right to cure the Defects. If
517 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
518 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
519 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
520 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
521 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
522 or (b) Seller does not timely deliver the written notice of election to cure.
523 ☐ **ADDENDA:** The attached _____ is/are made part of this Offer.
524 **ADDITIONAL PROVISIONS/CONTINGENCIES**
525 _____
526 _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____
535 This Offer was drafted by (Licensee and Firm) Craig A. Kubiak, Kubiak Law Office, LLC
536 _____ on November 4, 2015
537 (x) Yasser SALEM Yasser Salem 11/4/15
538 Buyer's Signature & Print Name Here Yasser Salem, MD Managing Member Date &
539 (x) Yasser Salem Yasser SALEM 11/4/15
540 Buyer's Signature & Print Name Here _____ Date &
541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 ☒ Broker (by) _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
546 (x) _____
547 Seller's Signature & Print Name Here _____ Date &
548 (x) _____
549 Seller's Signature & Print Name Here _____ Date &
550 This Offer was presented to Seller by (Licensee and Firm) _____
551 _____ on _____ at _____ a.m./p.m.
552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials & Date & Seller Initials & Date &

Available Sites Northeast Business Park Appleton, Wisconsin

Legend

- Available Sites
\$40,000/ac.
- Subject Site
- Pending Sale

VENTURE DRIVE

JP Graphics

Product
Handling
Concepts

CONKEY STREET

EXECUTIVE DRIVE

Encircle Health

440.32'
2.69 ac
1-6723-12
238.81' 30.17' 265' 437.10'

3000 GOODLAND DRIVE

FCX Performance 210' 1.44 ac 1-5362 300' 210' 300' 300'

JF Ahearn 315' 2.17 ac 1-5366 300' 300' 315'

Farrell Investment 210' 1.44 ac 1-5361 300' 210' 300'

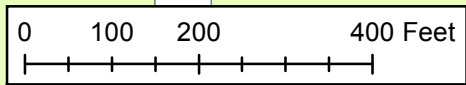
Romensko Development

CAPITOL DRIVE

CONKEY STREET

PROGRESS DRIVE

ZUEHLKE DRIVE



N

Comm. & Econ.
Dev. Dept. 11/15

DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO LOT 4 OF CSM # 3490 (TAX KEY # 31-1-6723-12)
IN THE NORTHEAST BUSINESS PARK

This conveyance is made subject to the following conditions, covenants, and understandings which shall be binding upon the vendee and his/her heirs, successors, and assigns:

1. ***Setbacks:***

- A. *Front Yard:* No building shall be constructed on the site nearer than forty (40) feet of the right-of-way of any public street or highway. In the case of corner lots, both forty (40) foot setbacks will apply.
- B. *Side and Rear Yards:* Minimum side and rear yards shall be twenty-five (25) feet.
- C. *State Highways:* A fifty (50) foot building setback shall be observed along U.S.H. 41 and U.S.H 441.

2. ***Land Use:***

A. Permitted Uses

- 1. Manufacturing;
- 2. Research, development and testing laboratories;
- 3. Wholesaling, warehousing and distribution;
- 4. Office operations only if they are an integral part of and a necessary adjunct to a permitted use;
- 5. Retail sales of products manufactured on site and clearly an accessory use to the primary use of the site;
- 6. Other land uses may be considered for approval by the Community Development Committee if a determination is made that the project fits the development objectives of the City.

3. ***Building Standards***

- A. Any building erected shall be at least 5,000 square feet in area and occupy at least 10 percent of the land area.
- B. Buildings shall be designed by an Architect or Engineer. No side, elevation or

facade of a building or structure shall be unexposed to public view; consequently, all sides, elevations, or facades of all buildings and structures shall be visually pleasing and architecturally and aesthetically comparable with the surrounding environment.

- C. The majority of exterior and externally visible opaque surfaces shall be constructed of not more than three of the following types of materials (provided, however, that such list shall not be deemed to exclude the use of other accent or exterior trim materials, glass and glazing, and earth berms):
1. Brick;
 2. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate);
 3. Decorative concrete block (for no more than 50% of the exterior building wall area);
 4. Cut stone;
 5. Exterior insulation and finish systems such as Drivit or Sunlar;
 6. Wood;
 7. Metal panels (permitted only for building expansion walls);
 8. Other building materials being developed and to be developed by the construction industry. The use of such materials will be reviewed by the Community Development Committee on a case-by-case basis. The Community Development Committee may assign this review of plans to the Economic Development Department.
- D. Building materials will be selected for their ability to present a visual statement of a building or structure's strength, attractiveness, and permanence. The building materials used shall be harmonious with the natural environment and with the general character of other buildings and structures in the Park.
- E. Metal trim materials may be used when in keeping with the architectural and aesthetic character of the building or structure.
- F. No loading dock shall face the street unless the site configuration is such that it is unavoidable. In that event, the Community Development Committee shall review

and approve the location of the loading dock.

- G. Ancillary structures will be approved by the Community Development Committee. Approval may be granted only if such structures are necessary to the principal use of the building site, are in architectural and aesthetic conformance with other buildings or structures on the site, are properly screened, meet all requirements of these covenants and are otherwise satisfactory to the Community Development Committee at its sole discretion.

4. ***Landscaping:***

- A. ***Landscape Plan:*** The landscaping upon any building site or lot shall be carried out in accordance with a detailed landscaping plan which has been reviewed and approved in writing by the City's site plan review committee. The landscape plan shall include, but not be limited to, plant location, common and botanical names of plant material, planting size, root condition, and quantity of all plant material. The plan shall show all ground cover and mulch areas, landscape and construction materials, and construction details.
- B. ***Landscaping Methods:*** Landscaping may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including permanent sprinkler systems, fountains, storm run-off retention ponds, reflective ponds, and landscape lighting.
- C. ***Plant Material:*** Selected plant material should provide for a variety of shade trees, evergreen trees, and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following:
 - 1. Disease and insect resistance;
 - 2. Hardiness to the area;
 - 3. The ability to provide seasonal interest;
 - 4. Future maintenance considerations;
 - 5. Ability of plant material to accomplish its intended purpose in each placement.
- D. ***Time for Completion:*** All landscaping shall be completed within ninety (90) days following occupancy, or as soon thereafter as weather will allow if such period occurs within winter months.

- E. *Maintenance:* The owner shall be responsible for maintaining all landscaping as approved on the original plan for his site and adjacent unpaved street rights-of-way. Any variation or changes to the landscape plan must be reviewed and approved in writing by the Department of Planning. Landscaped areas, materials, fixtures, and improvements shall be maintained by the owner of the building site, or by such owner's long-term lessee(s) in good condition at all times. Such maintenance shall include watering, mowing, trimming, pruning, spraying, fertilizing, repairing, replacement of dead plantings, planting, transplanting, dusting, treating, and other common landscape maintenance activities necessary to keep the building site landscaping in a healthy state of growth and visually attractive in appearance.

If the owner or the owner's assigns fail to maintain the landscaping and site per the approved landscaping plan in this section, the City of Appleton or its Agent has the right to enter the site and conduct such maintenance and to seek full reimbursement.

5. ***Parking, Loading***

Off-street parking and loading areas shall be provided on each building site and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all site occupants and visitors and comply with the City's Zoning Ordinance regarding parking standards. All parking and loading areas shall be paved. Parking shall be permitted within the minimum front yard setback area, however, it shall be located no closer than fifteen (15) feet to the public right-of-way line. An 80 percent screen with a minimum height of 22Y shall be provided for all parking areas adjacent to the street right-of-way.

6. ***Outdoor Storage:***

No outside storage of any kind shall be permitted unless such stored materials are visually screened from all streets with a suitable fence, vegetation, berm, or combination thereof. Screening shall be attractive in appearance and in keeping with the architectural quality of the main structure. Said storage shall be limited to behind the front line of the building on the property, and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the property outside of the buildings. Storage of fuel oil or other bulk fluids must be underground. All storage areas shall be paved.

7. ***Signs:***

Identification signs shall be permitted to promote only the name and/or trademark of the owner or tenant of the parcel on which the sign is placed. Signs, lighting, etc., are to be

indicated on the final site plan submitted to the Community Development Committee for review. Ground signs must be set back 10 feet from the right-of-way line and must be of a low profile design subject to approval by the Committee. Building signs must comply with the City Sign Code.

8. ***Maintenance Responsibilities:***

- A. Each owner shall keep its property , all contiguous street right-of-way to the edge of the pavement, and all drainage and easement areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:
 - 1. The removal of all litter, trash, refuse, and wastes;
 - 2. Compliance with the City's noxious weed control ordinance, including the mowing of all grass areas;
 - 3. The maintenance of exterior lighting, signs, and mechanical facilities;
 - 4. The keeping of all exterior building surfaces in a cleaned, well-maintained condition;
 - 5. The maintenance of all drainage ways including the removal of all debris, weeds, and silt.
- B. The owner of any undeveloped lands shall maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

9. ***Site Plan Review:***

Prior to the construction or alteration of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the plans for such building or improvements shall be submitted to the Site Plan Review Committee in accordance with Section 23-171 of the City Zoning Code. The plans shall be reviewed within thirty days (30) days after they have been submitted and approval or disapproval given in writing.

10. ***Approval of Plans:***

Before commencing the construction or alterations of any buildings, additions, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to the real estate conveyed hereby, the owner shall first

submit its building plans, specifications, site and landscape plans, and an elevation sketch of all improvements to be placed thereon to the Community Development Committee for its written approval. In the event the Committee or its designee shall fail to approve or disapprove in writing such building plans, specifications, site and landscape plans, and elevation sketch within thirty (30) days after they have been submitted to them, such approval will not be required and these covenants and restrictions will be deemed to have been complied with. The Community Development Committee may delegate this review of plans to the Economic Development Department.

11. ***Repurchase Rights:***

Failure to Build: In the event the owner of land purchased from the City of Appleton does not commence construction of a building within one (1) year after the date of purchase, the City has the option to repurchase said property. The City shall pay the following repurchase price: the sum of the original purchase price and all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, pro-ration of the current years property taxes to date of closing, title insurance policy premium, real estate commission paid at time of original closing, and any liens and encumbrances on the property of a definite or ascertainable amount. Further, repurchase price shall be adjusted by the amount equal to the amount of an option fee for that year had the property been under option between the City and the Buyer. Conveyance shall be by warranty deed.

Resale of Vacant Land: In the event the owner of land purchased from the City of Appleton elects to sell any portion thereof which is vacant, the property shall first be offered, in writing, to the City of Appleton. The City of Appleton shall have sixty (60) days from date of receipt of such offer to accept or reject repurchase of the property unless an extension of time may be mutually agreed upon and set forth in writing. In the event the City does not elect to repurchase the property, the owner may sell the land, but these Declarations of Covenants and Restrictions shall run with the land and be binding on the subsequent owner. The purchase price shall be computed as in Article XII above. Conveyance shall be by warranty deed. The seller shall furnish a title insurance policy at the seller's expense.

12. ***Subdivision of Lots:***

After a lot has been purchased, such lot shall not be further subdivided without the written consent of the Community Development Committee. No owner may sell, lease or rent less than all of the lot without the written consent of the Community Development Committee. The Community Development Committee may, in granting its consent, attach

any conditions it deems appropriate. The foregoing prohibition shall not apply to occupancy leases of space in a building made in the ordinary course of business.

13. *Waiver of Notice:*

All land sold before major assessable improvements are completed in the business park site shall be subject to the purchaser's waiving notice of assessments and hearings, and such waiver shall be part of the negotiations.

14. *Variances:*

Notwithstanding anything contained herein to the contrary, the City of Appleton expressly reserves the right at any time to authorize in writing variances from the strict applications of these covenants and restrictions, or any one or more of them, where the circumstances, in its sole and exclusive judgement, justifies the granting of same.

15. *Right to Enter:*

The Community Development Committee shall have the right to enter upon any building site or other lot within the park for the purpose of ascertaining whether the owner of said site or lot is complying with these covenants and restrictions.

16. *Enforcement:*

In the event that the owner fails to perform in accordance with these covenants and restrictions, the Common Council, upon recommendation of the Community Development Committee, may take whatever corrective measures it deems appropriate and assess the cost thereof against the property in the same manner as a special assessment or special charge. The Common Council shall give at least thirty (30) days notice to the vendee of any violation and the steps required to correct it prior to taking any action to cure such violation.

17. *Invalidation:*

The invalidation of any one of the covenants or restrictions herein set forth or the failure to enforce any of said covenants and restrictions at the time of its violation shall in no way affect any of the other covenants or restrictions nor be deemed a waiver of the right to enforce the same thereafter.

18. *Term:*

Each lot shall be conveyed subject to the covenants and restrictions set forth herein, all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty (30) years from the date of this Declaration of Covenants and Restrictions is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically renewed for successive periods of ten (10) years each, unless an instrument terminating such covenants and restrictions is recorded with the Outagamie County Register of Deeds by the Common Council as evidenced by a resolution duly adopted by a majority of all members of the Common Council.

EXHIBIT "A"

1. Restrictions on Use. The Restricted Parcel shall be developed and used solely for the following purpose and for no other purpose:
 - a. Vocational and rehabilitation facilities (packaging type or light manufacturing [as defined below]; no retail: businesses that employ disabled or handicapped individuals in a packaging or light manufacturing process.
 - b. Business and technical schools, private (up to 50,000 square feet): schools used for training of skilled workers in fields such as electronics, accounting, etc.
 - c. Educational and training centers (up to 50,000 square feet): centers used for employee or customer training, e.g., computer training (but excluding, for example, training to operate motor vehicles or heavy machinery).
 - d. Telecommunication centers: communication centers used for telemarketing or customer service via telephone, computer or other electronic means of communication, provided that no telephone, microwave or other communications towers are located on the property.
 - e. Group day care: commercial/for-profit, non-profit or corporate childcare facilities.
 - f. Offices: e.g., insurance claims, medical, legal and leased business offices and services.
 - g. Professional services: e.g., doctors', lawyers' and accountants' offices; but specifically excluding massage parlors and similar establishments.

- h. Personal services: e.g., health clubs and other athletic facilities, but specifically excluding massage parlors and similar establishments.
- i. Printing: e.g., commercial printing facilities, newspaper presses.
- j. Wholesale storage: interior storage of non-volatile goods, such as plumbing and electrical goods wholesalers, and household movers; no exterior/outdoor storage shall be permitted.
- k. Warehouse/distribution facilities: facilities for the interior storage and transfer of non-volatile goods, but specifically excluding freight terminals such as those of Roadway or Yellow Freight Systems.
- l. Industrial supply: interior storage of industrial materials such as plumbing and electrical supplies.
- m. Light manufacturing and assembly: products produced or assembled manually or by a light industrial process by virtue of the use of light machinery; being conducted entirely within enclosed substantially constructed buildings; in which the open area around the building is not used for storage of raw materials or manufactured products, or for any other industrial purpose other than loading and unloading operations; and which are not noxious or offensive by reason of emission of smoke, dust, fumes, odors, noise, or vibrations beyond the confines of the building.

0191R1 **EXEMPT** PROPERTY INQUIRY FOR **31-1-6723-12** ASR191D
R LAST NAME **APPLETON** FIRST **CITY OF** MI **ACTIVE**
ADDRESS: **100 N APPLETON ST** UNIT: SPOUSE
 APPLETON WI **54911 0000** LAST SALE M/Y:
COUNTRY/ZIP: SALE AMOUNT:
J" CARE OF: OTH OWN TYPE:
E P ADDR OWNERSHIP: **CITY**
 APPLETON WI **54911 0000** RECORDED UNIT:
LGL DESC: **CSM 3490** LOT **4 VOL 18 DOC** **1325228 BEING PRT OF**
 SW1/4 OF NE1/4 & PRT OF NW1/4 OF SE1/4 & **ALL OF LOT 3 OF CSM**
 3262 SEC18 T21N R18E

YR BLT STORIES LIV UNITS SF BLD AREA HEAT SYST
CORNER LOT: **Y** LOT SIZE: **2.69 ACRES** GARAGE:
QTR SECTION: **V47** USE CODE: **99** ZONE: **M1**
CITY PROPERTY? **Y** STREET COORDINATES: **C34N33** WARD: **38**
STYLE: SIC CODE: CENS BLK: CENS TRAK:
 VALUATION MMY REASON FOR REVALUATION DISTRICT FOR:
LAND\$ SCH: **APPLETON**
IMPR\$ WTR: **APPLETON**
TOTL\$ SAN: **APPLETON**
F2:Exit F4:Businesses F5:Valn Calc
F9:Comments F13:Valn Hist F15:Multiple Addresses
F18:Sales F21:MyNeighborhood F22:GIS View F23:Intranet ENTER-Next

ZONING

ARTICLE VII. INDUSTRIAL DISTRICTS

Sec. 23-131. M-1 industrial park district.

(a) **Purpose.** The M-1 district is intended for clean, low environmental impact industrial uses that are compatible with neighboring residential, office and commercial districts through limiting outdoor storage and providing adequate landscaping and screening for buildings, structures and off-street parking areas.

(b) **Principal permitted uses.** The following principal uses are permitted as of right in the M-1 district, subject to any contracts, agreements, covenants, restrictions and leases the City maintains on City-owned industrial properties.

Residential Uses	Public and Semi Public Uses	Non-Residential Uses
<ul style="list-style-type: none">• None.	<ul style="list-style-type: none">• Governmental facilities.• Registered historic places open to the public and having retail space occupying not more than ten percent (10%) of the gross floor area of the building.	<ul style="list-style-type: none">• Agriculture.• Commercial entertainment.• Community garden.• Freight distribution or moving centers.• Manufacturing, light.• Offices.• Multi-tenant buildings.• Printing.• Research laboratory or testing facilities.• Urban farms pursuant to §23-66(h)(17).• Warehouses.• Wholesale facilities.

(c) **Accessory uses.** Accessory uses in the M-1 district may include:

- (1) The accessory uses, buildings and structures set forth in §23-43 are permitted as of right in the M-1 district.
- (2) Day care, group; occupying not more than twenty-five percent (25%) of the gross floor area of the building or structure.
- (3) Drive through facility pursuant to §23-49.
- (4) Personal service occupying not more than twenty-five percent (25%) of the gross floor area of the building or structure.
- (5) Outdoor storage pursuant to §23-46.
- (6) Showrooms and incidental retail sales provided that:
 - a. Such showrooms and on-premises sales are limited in floor area to no more than twenty-five percent (25%) of the total gross floor area occupied by the permitted or special use and,
 - b. All goods being displayed or offered for sale are the same as those being manufactured and/or stored/distributed on the premises; and
 - c. The industrial character of the property is maintained.
- (7) Fences and walls pursuant to §23-44.

(d) **Temporary uses and structures.** Temporary uses and structures specified in §23-54 may be permitted in the M-1 District.

(e) **Special uses.** Special uses in the M-1 district may include:

APPLETON CODE

Residential Uses	Public and Semi Public Uses	Non-Residential Uses
<ul style="list-style-type: none"> • None. 	<ul style="list-style-type: none"> • Essential services. 	<ul style="list-style-type: none"> • Electronic towers pursuant to §23-66(h)(1) • Helicopter landing pads pursuant to §23-66(h)(9). • Manufacturing, heavy. • Outdoor commercial entertainment pursuant to §23-66(h)(11). • Parking garages. • Recycling centers. • Recycling collection points pursuant to §23-66(h)(14). • Recycling and waste recovery centers pursuant to §23-66(h)(13). • Sexually-oriented establishments pursuant to Article XII. • Towers or antennas for wireless telecommunication services pursuant to Article XIII.

(f) **Site plan.** Prior to obtaining a building permit on any land in the M-1 district, a site plan shall be required in accordance with §23-570, Site plan review and approval.

(g) **Parking, loading and landscape standards.** Off-street parking and loading requirements are set forth in §23-172, Off-street parking and loading standards. Landscaping requirements are set forth in §23-601, Landscaping and screening standards.

(h) **Development standards.** The space limits applicable in the M-1 district are as follows:

- (1) **Minimum lot area.** One (1) acre.
- (2) **Maximum lot coverage.** Ninety percent (90%).
- (3) **Minimum lot width.** One hundred fifty (150) feet.
- (4) **Minimum front yard.** Forty (40) feet.
- (5) **Minimum rear yard:**
 - a. Twenty-five (25) feet.
 - b. Fifty (50) feet if abutting a residentially-zoned district.
- (6) **Minimum side yard:**
 - a. Twenty-five (25) feet.
 - b. Fifty (50) feet if abutting a residentially-zoned district.

(7) **Maximum building height.** Sixty (60) feet.
 (Ord 121-05, §1, 10-25-05; Ord 103-08, §1, 5-27-08; Ord 159-08, §1, 10-7-08; Ord 31-11, §1, 1-25-11; Ord 158-11, §1, 7-26-11; Ord 209-11, §1, 9-27-11; Ord 60-12, §1, 6-6-12; Ord 61-12, §1, 6-6-12)

Sec. 23-132. M-2 general industrial district

(a) **Purpose.** The M-2 district is intended to preserve and secure areas already established with industrial type or related uses or for new uses that meet the purposes of this district. The M-2 district is also intended to apply standards for existing uses that will minimize their effect on any adjacent residential or commercial land uses.



"...meeting community needs...enhancing quality of life."

ANNOUNCEMENT

FROM: Monica Stage, Deputy Director
DATE: November 4, 2015
RE: Request For Proposals - Rewrite Downtown Plan & Five Year Comprehensive Plan Update, Appleton, WI

The City of Appleton is seeking proposals for consulting services to complete an in-depth rewrite of the Downtown Plan and a Five-Year update to the City's Comprehensive Plan 2010-2030.

The details for this project are contained in the Request for Proposals (RFP). The attachments referenced in this RFP can be downloaded from our website: www.appleton.org.

The City' intent is to contract for this project prior to the end of 2015, therefore there is an abbreviated schedule for submission of proposals, evaluation and selection of the firm to complete this work. The timeline is as follows:

- | | |
|------------------------------------|--|
| • Closing date for RFP responses: | November 24, 2015 at 12:00 PM (NOON) CST |
| • Evaluation Committee meets: | December 3, 2015 |
| • Proposers to Interview notified: | December 3, 2015 |
| • Interviews (as needed): | December 7, 2015 |
| • Finalist notified: | December 7, 2015 |
| • Committee approval: | December 9, 2015 |
| • Council approval: | December 16, 2015 |

Please contact Monica Stage, Deputy Director of Community & Economic Development at 920-832-3943 or email monica.stage@appleton.org with any questions.

Thank you for your consideration.



...meeting community needs...enhancing quality of life.

**City of Appleton
Department of Community and Economic Development
100 N. Appleton Street
Appleton, Wisconsin 54911-4799**

**Request for Proposals
for
Rewrite of the Downtown Plan and
Five-Year Updates to City's Comprehensive Plan**

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Proposal Due Date: Tuesday, November 24, 2015 by NOON CST

Contact Person: Monica Stage, Deputy Director
Phone: 920-832-3943
Email: monica.stage@appleton.org

Section I

GENERAL INFORMATION TO PROPOSERS

1.1 INTRODUCTION

The City of Appleton is seeking a qualified person or firm to contract for consulting services to complete an in-depth rewrite of the Downtown Plan, Chapter 14 of the City's Comprehensive Plan ("Downtown Plan"), and complete the Five-Year Comprehensive Plan updates to the overall City Comprehensive Plan ("Plan") including the Parks and Recreation Master Plan.

The City of Appleton is located in the Fox River Valley of northeastern Wisconsin and has a population of approximately 73,000. Appleton is located at the crossroads of Interstate 41 and US Highway 10 and is 90 miles north of Milwaukee and 30 miles southwest of Green Bay. More information about the City is available on our website at www.appleton.org.

The Downtown Plan was originally developed in 2007; however, it was incorporated as Chapter 14 of the City's Comprehensive Plan that was adopted in 2010. The adopted Downtown Plan rewrite is intended to inform public policy and help to guide and build on the physical, natural, cultural and social assets including the volunteer efforts that drive Downtown's role as the heart of the city. Appleton Downtown, Inc. (ADI) will be the City's partner in this process.

Downtown Appleton is the heart of the Fox Valley and as an Arts and Entertainment district, the Downtown has embraced the creative economic energy of business, tourism, education and love of the Fox River. Downtown's resurgence and increased vibrancy has drawn recent praise, with College Avenue being named one of the Great Places in America by the American Planning Association in 2014. Despite these accolades, strategic and ongoing investment in Downtown remains a top priority for the City. Rewriting the Downtown Plan is a critical step in this process.

The adopted Five Year updates to the Comprehensive Plan should account for progress made over the past five years, incorporate current data and trends, and introduce new recommendations, as needed. A summary of amendments that have been made to the Comprehensive Plan since 2010 has been prepared by staff and is available with this RFP.

Several major projects currently in progress will impact the City in general and Downtown specifically, as they will influence future mobility, connectivity to the riverfront, attraction of conventions and visitors and residential density. These include, but are not limited to: a proposed exhibition center, a rehabilitated or new library, the continued redevelopment of numerous riverfront sites, and proposed changes to the parking system. Appleton overall continues to see increasing demand for new housing units and a solid commercial and industrial base.

1.2 REQUEST FOR PROPOSAL (RFP) PROCESS

This RFP will be publicly advertised and released in accordance with the applicable laws of the State of Wisconsin and shall include the notification of the time and place when and where the RFP is due. The RFP may be obtained from primary contact:

Monica Stage, Deputy Director of Community and Economic Development
City of Appleton
100 N. Appleton St.
Appleton, Wisconsin 54911-4799
Office: (920) 832-3943
Fax: (920) 832-5994
monica.stage@appleton.org

Additionally, the RFP may be mailed to those businesses that are included on the City's list that is created specifically for this RFP. Businesses on that list will be known to be a potential provider of goods and services of the type required by this RFP. Those who the City has mailed the RFP to and those who have requested a copy of the RFP will receive all information regarding the RFP. The information includes, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes in the RFP Schedule. The RFP and all attachments are also available on the City's website at www.appleton.org.

Consultants interested in responding to this RFP should submit six hard copies (one unbound) of their proposal and one electronic copy (MS Word or PDF format) **no later than 12:00 PM (NOON) CST, Tuesday, November 24, 2015.** **Submittals received after the deadline will not be considered.**

The evaluation team will include representation from the City and Appleton Downtown, Inc. (ADI). The evaluation process will include review of submittals, references and other information necessary, as well as rating of submittals. Interviews with Proposers will provide an opportunity for the City, ADI and potential candidates to further gauge their fit and ability to work with each other.

Please be sure to reserve Monday, December 7, 2015 on your schedule now, to ensure that the appropriate representative, including the designated Project Manager, will be available to attend an interview (in-person, phone or via Skype) if selected as a finalist.

Tentative Process Schedule (subject to change as needed):

- | | |
|------------------------------------|----------------------------|
| • Issuance of RFP: | November 4, 2015 |
| • Closing date for RFP responses: | November 24, 2015 NOON CST |
| • Evaluation Committee meets: | December 3, 2015 |
| • Proposers to Interview notified: | December 3, 2015 |
| • Interviews (as needed): | December 7, 2015 |
| • Finalist notified: | December 7, 2015 |
| • Committee approval: | December 9, 2015 |
| • Council approval: | December 16, 2015 |

1.3 DEFINITIONS

For the purposes of this RFP, the following terms have the following meanings:

- a) “ADI” shall mean Appleton Downtown, Inc.
- b) “City” shall mean the City of Appleton, Wisconsin.
- c) “Contract” shall mean the agreement between the city and vendor chosen as a result of this RFP.
- d) “Contractor”, “Consultant” or “Successful Proposer” shall mean the firm or its authorized assignee chosen by the City to perform the requested services.
- e) “Proposal” shall mean the written document submitted to the City of Appleton Community and Economic Development Department in response to this RFP.
- f) “Proposer” shall mean an individual or business entity submitting a Proposal in response to this RFP.

Section II

PROPOSAL TERMS & CONDITIONS

2.1 RFP DOCUMENT

Information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the City’s knowledge, the information provided is accurate. However, the City does not warrant such accuracy and any errors or omissions subsequently determined will not be construed as a basis for invalidating this RFP.

Electronic copies of the current Plan and Downtown Plan (MS Word or PDF) will be provided to the selected proposer. The City will also make available ESRI GIS maps and data layers for use in the analysis and development of the Plan and Downtown Plan.

2.2 ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City will become part of the official RFP and will be mailed or emailed to all Proposers of record based upon the contact information used at the original time of issuance.

2.3 LABELING OF PROPOSALS

All proposals must be submitted in a sealed envelope plainly marked, Community and Economic Development, Downtown Plan & Comprehensive Plan Update RFP, Attn: Monica Stage and name and address of the Proposer in the upper left hand corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open a proposal not properly addressed and identified.

2.4 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

2.5 OWNERSHIP OF RECORDS

The City will retain ownership of all interim and final plan documents, surveys, maps, graphics, analyses and related reports either produced or developed in conjunction with the Consultant's contract. The Consultant is prohibited from copying or distributing any of these documents or other reports developed in conjunction with the City Appleton without written permission from the City.

2.6 RFP INQUIRIES/QUESTIONS

All questions/inquiries must be submitted in writing via mail or email to the primary contact. The City will review all inquiries received prior to the RFP submittal deadline and will email written answers. Direct contact with any of the City's departments or personnel may only be scheduled by the primary contact. During the review or preparation of the RFP Proposal, if a Proposer discovers any errors, omissions or ambiguities, within the RFP, they should identify them in writing to the City prior to the RFP submission deadline.

2.7 DISCLOSURE, OWNERSHIP OF PROPOSAL CONTENTS AND CONFIDENTIALITY

The Proposal of the selected Proposer will become the basis for any contract entered into and will become subject to the City's provision on public access to open records and information.

To the extent a Proposer includes any uniquely proprietary or confidential information in the Proposal, the Proposer must clearly and unequivocally mark such information. The City will not reveal any such information to any third party, unless required to do so by law.

Proposers must agree to make no other distribution of their Proposal beyond that made to the City and once under contract, all information gained in the process and work product is the ownership of the City.

2.8 RFP PROPOSAL COSTS

The City is not liable for any costs or expenses incurred by any Proposer in the preparation of the Proposal, attendance at any conference, or meeting related to this RFP. The City is not liable for payment of any amount to the selected Proposer until a Contract has been awarded and executed by the City, and the Contractor has performed services pursuant to the Contract that entitle the Contractor to receive payment under the terms of the Contract.

2.9 SUB-CONTRACTORS

It is intended that a single contractor have total responsibility for the Five-Year Comprehensive Plan update and Downtown Plan rewrite so as to assure a cohesive, fully workable plan. Therefore, any Proposer desiring to use sub-contractor(s) must identify each on a document supplied as an attachment to the Proposal and titled attachment “Sub-Contractors”. Include for each sub-contractor, their company’s name, the company’s principal owners, description of their involvement in the project, and qualifications for each aspect of the Downtown Plan and Plan in which they will be involved. The sub-contractor(s) cannot be changed after submission of the Proposal except with the written approval of the City.

The Consultant is responsible for all actions, workmanship, performance and payment for their sub-contractor(s).

2.10 RFP PROPOSAL SUBMISSION

The Community and Economic Development Department must receive all Proposals no later than the Proposal Submission date and time identified in the RFP Schedule. Proposals may be mailed or hand-delivered, but in either case must be received and stamped by the specified date and time. **Late proposals will not be considered.**

Proposals must contain all required documentation, guides and certifications as requested by this RFP, otherwise the Proposal will be considered non-conforming and will be disqualified. The Proposer must supply **six (6)** hard copies, including one unbound, (8.5” by 11.0”) of the Proposal and one electronic copy of the Proposal in either MS Word or PDF format.

The City reserves the right to request additional information from any, all or no Proposers after Proposal Submission.

Proposers shall distribute their RFP Proposals only to the City of Appleton, Community and Economic Development Department, C/O Monica Stage, Deputy Director of Community and Economic Development, 100 N. Appleton St., Appleton, Wisconsin 54911-4799.

One (1) RFP Proposal must contain the original signature(s) of an official or officials authorized to bind the Proposer to its provisions. Additionally, the authorized signature(s) must appear on company letterhead.

Sections of the Proposal must be clearly labeled and pages numbered consecutively for ease of review. Responses are strongly encouraged to be provided in the same sequence as outlined in the Submittal Requirements section of this RFP.

In case of a difference between written words and figures in a Proposal, the amount stated in written words shall govern. Alterations or erasures are discouraged, but if present, must be crossed out and the corrections printed in ink or typewritten adjacent thereto. Each person signing the Proposal must initial each such correction.

All Proposals received by the City in response to the RFP shall remain valid for ninety (90) days from the deadline date of submittal.

2.11 INSURANCE

If awarded a contract as a result of this RFP, Proposer agrees to provide to the City of Appleton a current and valid Certificate of Insurance as evidence of compliance with Appendix “A” Insurance Requirements, prior to commencing work under the contract.

2.12 INDEMNITY

The contract resulting from this RFP shall contain the following provision:

“Contractor agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused in whole or in part by Contractor or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.”

2.13 REJECTION OF PROPOSALS

The City reserves the right to waive any informality, and/or to reject, at any time and for any reason, any and all Proposals received as a result of this RFP. The City’s intent is to enter into a Contract as a result of this RFP. However, if after reviewing the Proposals received, the City determines that the City should not enter into any Contract, or to enter into a partial or different contract from the Contract contemplated by this RFP, the City will act in accordance with what the City determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in this decision by the City and by submitting a Proposal, acknowledges the City’s right to exercise its discretion in this regard without any right of recourse by the Proposer.

2.14 OTHER CONDITIONS OF PROPOSAL SUBMITTAL

- A. No proposal will be accepted from any persons, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City Council or City staff.
- B. Only one proposal will be accepted from any person, firm, or corporation.
- C. All proposals shall be prepared in a comprehensive manner as to content.
- D. The City is an Equal Opportunity Employer, requires all consultants to affirm that they do not discriminate against individuals or firms because of their race, color, material status, age, sex, national origin, handicap, creed, or sexual orientation.
- E. All Proposals submitted become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation process.

F. A portion of this project funding is provided from U.S. Department of Housing & Urban Development Community Development Block Grant. The following Federal Contract provisions will also be included with any contract:

1. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
2. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section III

SCOPE OF SERVICES

3.1 SCOPE OF SERVICES-GENERAL

The successful Proposer will be expected to respond to both of the following scope of services requests (A) Five-Year Update to the City’s Comprehensive Plan, and (B) Downtown Plan rewrite:

A. Five-Year Update to the Comprehensive Plan (Plan) Scope of Work must include:

1. Review the adopted Plan and all adopted amendments to the Plan since its original adoption in 2010. Identify the goals/objectives completed to date. See Attachment B for summary of Plan amendments.
2. Compile current demographic and economic data, particularly with the issues and opportunities element (Chapter 4), housing and neighborhood element (Chapter 5), and the economic development element (Chapter 9). Utilize same data sources, when available.
3. Compile applicable information regarding community services, utilities, and facilities to update these elements of the Plan.
4. Solicit recommendations from City staff, the Common Council, the Plan Commission, other City boards and commissions, and external community stakeholders (including but not limited to: Fox Cities Convention & Visitors

Bureau, Fox Cities Chamber of Commerce/Fox Cities Regional Partnership, Appleton Area School District, Appleton Downtown Inc., Appleton Northside Business Association, Realtor Association for the Fox Valley, Valley Home Builders Association, Community Foundation for the Fox Valley Region, etc.) for issues that may be addressed in the update process.

5. Prepare an update to the Parks and Recreation Master Plan to meet the requirements of the Wisconsin Department of Natural Resources (Chapter 18).
6. Conduct a public participation process to gain input on community needs and desires, and to update the goals and objectives in the Plan (see preliminary stakeholder list from item 4 above). Creative outreach to garner feedback from Appleton residents and businesses is strongly encouraged.
7. Prepare an amendment to the Comprehensive Plan that addresses issues raised through the internal and public review process.
8. Assist City Staff with the formal review and approval process. This may include presentations to Plan Commission and Common Council.
9. Work with City Staff to update the Future Land Use Map for select areas in ESRI GIS format.

B. Downtown Plan (Chapter 14) Rewrite Scope of Work must include:

1. In conjunction with City and ADI staff, review the current Downtown Plan and complete an overall assessment including an evaluation of each initiative that provides a:
 - i. Status of each initiative,
 - ii. Success/challenges of each,
 - iii. Impact on the Downtown, and
 - iv. Lessons learned.
2. Perform a literature review to understand current conditions in Downtown, including: Appleton Downtown Inc.'s (ADI) Annual Operating Plan, the Business Improvement District (BID) Plan, the City's Economic Development Strategic Plan, the Parking Analysis for Downtown Appleton, the overview of the proposed Exhibition Center and proposal for rehabilitation and expansion or relocation of Appleton's Library. Other literature/reports/data review deemed integral to understanding the current conditions of Appleton's Downtown may also be necessary.
3. Gather and analyze information to become familiar with the City of Appleton's Downtown, including but not limited to: existing demographic and socioeconomic data, labor force characteristics, occupancy rates by industry (retail, office,

hospitality, residential, other), attraction attendance (the Building for Kids, the Trout Museum, The History Museum at the Castle, the Fox Cities Performing Arts Center, etc.), financial indicators and other key economic indicators. A demographic market segmentation of the downtown residents should also be gathered and analyzed.

4. Conduct real estate market analysis for Downtown for all major industries, including but not limited to: retail, office, hospitality, attractions and residential. The analysis should include, but is not limited to:
 - i. A review of recent trends in inventory, rents, sales, and occupancy/vacancy/absorption rates for residential, retail, office, and hospitality.
 - ii. Review of recent trends in visitors and spending for Downtown attractions as well as review of the supply of hotel rooms.
 - iii. A residential analysis quantifying the number of households by market segmentation or income that would consider Downtown for their residence.
 - iv. A leakage analysis of our retail industry to identify competitive opportunities to increase retail occupancy.

Using this analysis, identify and describe specific actions for the City and ADI to complete to reduce leakages by industry and additional ways to grow and diversify the economy. Targeted industries for Downtown should be included in the Implementation Plan. Identifying benchmarks for growth by industry for the Downtown is also important in the final plan.

Specific goals for this real estate market analysis include, but are not limited to: growing Downtown as a visitor destination, strengthening our residential density, attracting new businesses to Downtown, increasing the vibrancy and diversity of our hospitality and attraction industry, and improving connections to the growing riverfront area.

5. Analyze Downtown's built environment and make recommendations for targeted development and redevelopment areas. Connect specific targeted industries to sites/areas recommended for development and redevelopment. Include recommendations for improved access and connectivity to the riverfront.
6. Analyze Downtown's aesthetics and walkability and provide recommendations to improve streetscapes, incorporate public art and create/improve gathering spaces, and other key recommendations to encourage visitors and residents to enjoy Downtown. The City is currently in the process of developing its "Downtown Appleton Mobility Plan," which is intended to determine and evaluate strategies that would improve multi-modal mobility and traffic circulation in Downtown Appleton (expected completion is 6/1/16). The Consultant must work cooperatively with the City and its consultant (AECOM) to ensure integration with this project.

7. Review the availability and effectiveness of Appleton Downtown Inc., City, County, State and Federal incentive programs to support the growth and vibrancy of Downtown. Provide recommendations to better support the growth and vibrancy of Downtown.
8. A competitive analysis of Downtown Appleton to local and regional competition for office/retail/hospitality and attraction of tenants. Recommendations to improve Appleton's competitive advantage should be incorporated into the Implementation Plan.
9. Develop and complete a creative, comprehensive public involvement program that engages the community in the process to rewrite the Downtown Plan including a SWOT analysis (strengths, weaknesses, opportunities, threats) of Downtown.

Electronic surveys, community open houses, social media, info booth at local events (Downtown Farmer's Market, Downtown Summer Concert Series, etc.), stakeholder interviews and other forms of community outreach are strongly encouraged to be used to achieve this objective.

The community involvement should engage current customers/residents/visitors of Downtown as well as people/groups that do not use Downtown on a regular basis.

Staff from the City and ADI can assist as requested with identifying opportunities for public engagement. Additionally, provide summaries of all public input.

10. Using the results from items 1-9 in this Downtown Plan Scope of Work, prepare a Downtown manifesto that tells the story of the history and current state of downtown and where we see it going in the future. This should be more than a vision statement in building on key considerations for moving downtown to the desired future state.

This manifesto work can also build on the 2013 Vision and SWOT exercise completed by ADI in conjunction with numerous community stakeholders. A summary of this 2013 process is available in Attachment F.

11. Develop a new Chapter 14 Downtown Plan, including a detailed Implementation Plan with key initiatives, goals and objectives, benchmarks for performance, baseline measurement, organization responsible for implementation and timelines. Work with City staff and elected officials, ADI Staff and Board of Directors and key stakeholders to identify and prioritize items in the Implementation Plan including a review of the complexity, costs, and risk and potential barriers to execution of the Implementation Plan.
12. Assist City Staff with the formal review and approval process for the rewritten Downtown Plan. This may include presentations to Appleton Downtown, Inc., Plan Commission and Common Council on the final plan.

13. The Scope of Work outlined for the Downtown Plan rewrite may be customized based on the Proposer's expertise and experience in these matters with successful downtowns. The Proposer shall clearly identify edits, additions, and other adjustments to this Scope of Work in their Proposal.

3.2 DELIVERABLES

- A. A comprehensive, visually appealing, detailed document covering the consultant's completed work for Items 3.1.A Five-Year Comprehensive Plan Update described above in an electronic (MS Word to allow for future updates by City Staff and PDF version to be made available online) and hard-copy format. Provide 20 hard copies of the Plan in a binder format to allow for ease in future updates and amendment.
- B. A comprehensive, visually appealing, detailed document covering the consultant's completed work for Items 3.1.B Downtown Plan rewrite described above in an electronic and hard-copy format. A MS Word version of the document should be provided to allow for 5 year updates of this document by Staff as well as a PDF version for online publication.
- C. All maps provided electronically in an ESRI GIS format that will be property of the City of Appleton.
- D. A summary of all public input in an electronic (MS Word or PDF) and hard-copy format.
- E. All other data, information and graphics collected through the process shall be provided to the City.
- F. **The final presentation shall be provided to the City (MS Power Point format) as well as an Executive Summary document and overview brochure or poster plan of the new Downtown Plan and Comprehensive Plan updates.**

3.3 TIMELINE

The project completion shall be by October 2016.

Section IV

PROPOSAL ORGANIZATION

Proposals must be organized in the following order of sections:

Section I Letter of Interest

The Proposal must include the name, title, address, telephone number, fax number, and email address of one (1) or more individuals who will serve as Proposer's contact for purposes of this RFP. The Proposer shall fully disclose details regarding its legal identity, i.e., corporation, partnership, etc. If the Proposer is a partnership, all partners must be named regardless of status, activeness, or percentage of ownership.

Section II Proposer Qualifications

The Proposer must describe its qualifications and experience in providing the work described in this RFP. Experience should include examples of performing similar or related plans/studies; this also should include details as to the type of planning and date of service delivery.

The Proposer shall provide a team organization chart, which lists the names of key personnel that will be assigned to this project along with a brief resume for each individual that describes their education and relevant professional work experience. A description of the work expected to be performed by each individual including an estimate of the amount of time each will be assigned to work on the project should also be provided. Any subcontractors anticipated to be utilized to perform work on this project should be identified and brief resumes submitted.

The City reserves the right to approve all persons assigned to the project. No contract awarded pursuant to a proposal submitted in response to this RFP may be assigned, either in whole, or in part, without first receiving written consent from the City. The City must approve any changes in the project team.

The Proposer must submit three (3) references of similar engagements during the last three (3) years. The references must have had experience with the Proposer similar in scope to those described in the RFP. The Proposer must name a contact person and contact information for whomever is responsible for the review at each provided reference.

Section III Work Plan

The proposal should contain a detailed statement of the Proposer's understanding of the Scope of Services required under this RFP. The proposal should also contain an explanation of the project approach including proposed approach to the process, proposed schedule, and description of proposed public involvement methods. Additionally, include Proposer's ability to meet the City's anticipated timeline; proposed interaction with staff, ADI and stakeholders; and any other features of the proposer's ability to execute the requirements and

achieve the objectives of this RFP. The proposal should also include a Preliminary Work Plan containing a description and timeline of the phases or segments into which the proposed project can logically be divided and performed.

Section IV Schedule of Performance

The proposal shall address separately each of the major tasks, activities, or significant milestones to be achieved and a schedule of performance. If the Proposer expects that the services will extend beyond the timeframe specified in Section 3.3 of this RFP, the respondent shall provide a justification for the extended time.

Section V Items Required from the City

In this section, the Proposer shall detail any and all information, documents, work required from City staff, ADI, or other resources not listed herein or included in the Attachments section at the end of this RFP.

Section VI Fee Schedule

Proposals must include fee information that delineates the costs associated with providing consulting services being requested under this RFP. The schedule should include the following:

1. A Schedule of Fees that itemizes costs of providing all services required under this RFP broken down by (a) salaries, including work hours required and hourly rates for each employee; and (b) other expenses, such as travel, supplies, etc.
2. A Schedule of Payments that corresponds to completion of major tasks, milestones, or deliverables.

Note: Should the City enter into negotiations with a successful respondent that results in a revision to the scope of services in this RFP, the fees may correspondingly be negotiated to reflect the changes.

Section V

PROPOSAL EVALUATION AND AWARD

- 5.1** The City and ADI evaluation team will select a preferred candidate, based on the interviews, written proposals, and other information, as well as the results of the reference checks. The following will be considered in evaluating each proposal:

- Completeness of response to the RFP requirements (incomplete responses may be rejected)
- Experience with similar projects

- Creativity of approach
- Proven experience in effective public involvement and incorporating input
- Demonstrated facilitation skills in successfully working with City Councils and Downtown advocacy groups
- Demonstrated knowledge and experience with actual implementation of possible strategies
- Demonstrated experience in urban planning and development
- References
- Cost

5.2 City staff, in cooperation with ADI, will make a recommendation to the Council on the selection of the Proposer determined to be the most qualified for the project. While cost is an important factor, the lowest cost proposal will not necessarily ensure award. It is anticipated that the City and the selected Proposer will enter into a professional services contract.

Section VI

ATTACHMENTS

6.1 LIST OF ATTACHMENTS

Due to the size of these attachments, the files are available for direct downloading from the City's website www.appleton.org

Attachment A	City of Appleton's Comprehensive Plan 2010-2030
Attachment B	Comprehensive Plan amendments since 2010
Attachment C	City of Appleton's Economic Development Strategic Plan
Attachment D	Appleton Downtown Inc.'s & the Business Improvement District's 2014 Annual Report
Attachment E	Downtown Plan Study Area Map
Attachment F	Appleton Downtown Inc. 2013 Vision Process & SWOT Analysis – Summary of Sessions
Attachment G	2016 Business Improvement District Operating Plan

APPENDIX “A”

INSURANCE REQUIREMENTS

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY

A. Limits

(a) \$500,000 each claim/\$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final payment for service/job

2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

(a) \$1,000,000 general aggregate

(b) \$1,000,000 products - completed operations aggregate

(c) \$500,000 personal injury and advertising injury

(d) \$500,000 each occurrence limit

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

(a) Premises and Operations Liability

(b) Blanket Contractual Liability

(c) Personal Injury

(d) Explosion, collapse and underground coverage

(e) Products/Completed Operations

(f) The general aggregate must apply separately to this project/location

3. BUSINESS AUTOMOBILE COVERAGE

A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage

OR

\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

5. ADDITIONAL PROVISIONS

*** Additional Insured - On the General Liability Coverage and Business Automobile Coverage. City of Appleton, and its officers, council members, agents, employees and authorized volunteers shall be Additional Insureds.**

*** Endorsement -**

The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*** Certificates of Insurance -**

A copy of the Certificate of Insurance must be on file with the City Clerk.

*** Notice -**

NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.

****The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.***